

8506030037

SEE Amendments.
BEACH SEWER LINE from
ROSS Island Sewer Project

①

Agreement No. 45730

THIS AGREEMENT, made and entered into this 1st day of November, 1983, by and between CITY OF BREMERTON, herein called the "Grantee," and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

The State, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, its successors and assigns, an easement for right of way for the construction, operation, use and maintenance of a sanitary sewer line upon, over and across the following described lands in Kitsap County, Washington,:

See Attachment A

Consideration

The consideration paid by the Grantee to the State is as follows: JUN 3 1985 AM 8:00
\$7,075.00

FILED FOR RECORD
KITSAP COUNTY AUDITOR
DEPUTY 2

Assignment

This Agreement, or any of the rights granted herein, shall not be assigned without prior written consent of the State, except that said rights granted herein may be used by any employee, contractor, or representative of the Grantee, hereinafter collectively referred to as "Permittee," while engaged in the Grantee's operations.

Term

The term of this Agreement shall be for the period this easement is used for the purposes specified herein; provided said tract shall automatically revert to the State, or its successors and assigns, within six months of receipt of a notice from the Grantee, or its assigns, that the easement over the said tract of land is no longer being used for the purposes specified herein. Upon request, said notice given by the Grantee, or its assigns, will be in the form of a recordable instrument. The Grantee, or its assigns, may, at its election, remove any salvageable material from said tract within six months after such notice of nonuse has been given to the State or its assigns.

Forfeiture

In the event that any portion of the right of way hereinbefore described is not used by the Grantee, its successors or assigns, for the purpose for which it was granted, within a construction phase period of five (5) years, the rights of the Grantee within said portion of the right of way shall revert to the State, its successors or assigns; and said portion of the right of way shall be freed from the easement as fully and completely as if this Agreement had not been entered into; provided, however, an extension of construction phase time as specified above may be granted upon written request prior to the expiration date of said five (5) year period and upon the terms and conditions as specified by the State. Such terms and conditions shall be limited to the State's right to extend the construction phase period and modify the considerations due the State which shall include, but not be limited to, additional charges for administrative costs and appreciation of land and valuable material.

Construction phase period used herein shall mean the period of time from the effective date of the Agreement to the date of actual use of this facility as contemplated by this Agreement.

CONTRACT C-6
BEACH PIPELINES
IN EAST BREM FROM E13D
TO NARROWS CROSSING
WEST BREMERTON FROM
CWH (940LYMPK) TO OHIO AVE

EXCISE TAX EXEMPT

JUN 3 1985
KITSAP COUNTY
TREASURER

REEL 341 FR 1950

SEE Amendments.
~~PACIA SEWER LINE Fm~~
~~ROSS TOWN SEWER PROJECT~~

①

THIS AGREEMENT, made and entered into this 1st day of November, 1983, by and between CITY OF BREMERTON, herein called the "Grantee," and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

The State, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, its successors and assigns, an easement for right of way for the construction, operation, use and maintenance of a sanitary sewer line upon, over and across the following described lands in Kitsap County, Washington,:

See Attachment A

Consideration

The consideration paid by the Grantee to the State is as follows:

\$7,075.00

FILED FOR RECORD
 JUN 3 1985
 KITSAP COUNTY AUDITOR
 DEPUTY 2

Assignment

This Agreement, or any of the rights granted herein, shall not be assigned without prior written consent of the State, except that said rights granted herein may be used by any employee, contractor, or representative of the Grantee, hereinafter collectively referred to as "Permittee," while engaged in the Grantee's operations.

Term

The term of this Agreement shall be for the period this easement is used for the purposes specified herein; provided said tract shall automatically revert to the State, or its successors and assigns, within six months of receipt of a notice from the Grantee, or its assigns, that the easement over the said tract of land is no longer being used for the purposes specified herein. Upon request, said notice given by the Grantee, or its assigns, will be in the form of a recordable instrument. The Grantee, or its assigns, may, at its election, remove any salvageable material from said tract within six months after such notice of nonuse has been given to the State or its assigns.

Forfeiture

In the event that any portion of the right of way hereinbefore described is not used by the Grantee, its successors or assigns, for the purpose for which it was granted, within a construction phase period of five (5) years, the rights of the Grantee within said portion of the right of way shall revert to the State, its successors or assigns; and said portion of the right of way shall be freed from the easement as fully and completely as if this Agreement had not been entered into; provided, however, an extension of construction phase time as specified above may be granted upon written request prior to the expiration date of said five (5) year period and upon the terms and conditions as specified by the State. Such terms and conditions shall be limited to the State's right to extend the construction phase period and modify the considerations due the State which shall include, but not be limited to, additional charges for administrative costs and appreciation of land and valuable material.

Construction phase period used herein shall mean the period of time from the effective date of the Agreement to the date of actual use of this facility as contemplated by this Agreement.

8506030037

EXCISE TAX EXEMPT

JUN 3 1985
 KITSAP COUNTY
 TREASURER

REEL 341 FR 1950

Removal of Improvements and Equipment

All improvements, buildings, fixtures and other property erected or permanently affixed upon State lands by the Grantee during the term of said easement, which remain upon said land sixty (60) days from the termination or abandonment of said easement, shall become the property of the State and be considered a part of the land upon which they are located; provided, however, that any time within sixty (60) days after the termination or abandonment of said easement, the Grantee shall be entitled to remove such of said improvements as can be removed without damage to said lands.

All tools, equipment and other property not permanently affixed upon the land by the Grantee during the term of said easement shall remain the property of the Grantee but shall be removed within sixty (60) days after termination or abandonment of said easement.

Reservations to State

State reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted herein.

The State reserves to itself, its successors and assigns, the right to develop, improve, and utilize the land and natural resources thereon, within the limits of the right of way granted herein, insofar as such reservations are compatible with the Grantee's operation and insofar as such action will not interfere with the rights of the Grantee.

The State may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided that use by such third party shall be subject to the terms and conditions of this easement and shall not unreasonably interfere with the rights granted hereunder.

Compliance with Laws and Regulations

The Grantee shall comply with all applicable laws to the extent that it can legally do so, including all Department of Natural Resources regulations, county and municipal laws, ordinances, or regulations in effect and authorized by law or laws of the State of Washington.

The Grantee shall cause its Permittee to comply with those requirements and conditions set forth hereinafter which are applicable to the Permittee's operation.

Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired, at its sole cost and expense, all damage to improvements on State land occasioned by it, which is in excess of that which it would cause through normal and prudent use of such rights.

The Grantee's operations hereunder shall be conducted in such a way as to minimize damage to the tidelands and Bed of Port Washington Narrows hereinbefore described.

The Grantee shall exercise every necessary means to prevent contamination or pollution of the water as a result of any operation hereunder.

All essential care shall be taken by the Grantee to prevent fuel, oil, grease or other deleterious material from entering the water as a result of any operation on the right of way area. Refuse resulting from use, servicing, repair or abandonment of equipment shall be removed, buried or otherwise disposed.

All legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish them by a registered professional engineer or licensed land surveyor in accordance with U. S. General Land Office standards at his own expense. Corners and/or witness objects that must necessarily be disturbed or destroyed in process of construction must be adequately referenced and/or replaced in accordance with all applicable laws of the State of Washington in force at the time of construction, reconstruction, or development of the right of way including but not

limited to chapter 58.24 RCW, and all Department of Natural Resources rules and regulations pertaining to preservation of such corners and/or witness objects. Such references must be approved by the State prior to removal of said corners and/or witness objects.

Condition of Premises and Liability

The premises have been inspected by the Grantee and are accepted in their present condition. Grantee agrees to defend and hold the State, its agents and employees harmless from any and all claims, costs, damages or expenses of any nature whatsoever suffered or alleged to be suffered on the premises or arising out of its operations on the premises.

The Grantee shall so place, protect and/or bury said sanitary sewer line so as to comply with requirements of all applicable authorities and, in so much as practically possible, allow unobstructed movement through the water column above the right of way.

The Grantee shall mark the location of said buried sanitary sewer line with painted metal posts and signs placed at the approximate beginning and termination points of the right of way. Said signs shall identify the installation as a buried sewer line crossing and shall designate ownership of the installation.

Response to an Emergency

Nothing contained herein shall prevent the Grantee from responding to an emergency relating to the facilities on the right of way.

Notice of Noncompliance

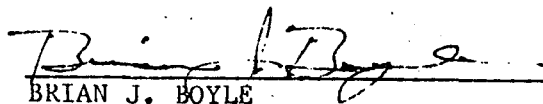
The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file in the office of the Commissioner of Public Lands in Olympia, Washington, of any instance of noncompliance by the Grantee, its employees, permittees, contractors or subcontractors with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Area Manager at Enumclaw, Washington, may suspend the Grantee's operations until such time as effective remedial action is taken.

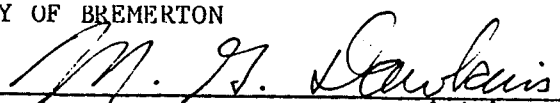
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as below subscribed.

Dated this 28th day of October, 19 83.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES


BRIAN J. BOYLE
Commissioner of Public Lands

CITY OF BREMERTON

By 
MAYOR Title

239 - 4th Street
Bremerton, WA 98310

App. No. 45730
100290

8506030037

MLM-15

-3-

REEL 341FR1952

BREMERTON-008068

ATTACHMENT A

PARCEL "A"

EB A strip of land 15 feet in width lying within State of Washington aquatic lands in Port Washington Narrows fronting Government Lot 6, Section 13, Township 24 North, Range 1 East, W.M., in Kitsap County, Washington, and lying 7.50 feet on each side of the following described centerline:

Beginning at the North quarter corner of said Section 13; thence South 71° 37' 30" West 951.05 feet to the True Point of Beginning of said centerline being a point on a curve, concave to the Northeast, having a radius of 985.43 feet from which point of beginning the radius point of said curve bears North 78° 06' 08" East; thence southeasterly (counterclockwise) along said centerline and along said curve an arc distance of 460.73 feet through a central angle of 26° 47' 17" to the terminus of said centerline. The sidelines of said easement shall be extended or shortened as the case may require to terminate at the line of Extreme Low Tide.

The basis of bearing used in this description is the Washington Plane Co-ordinate System - North Zone.

This easement comprises an area of 0.1587 acres.

PARCEL "B"

EB A strip of land 15 feet in width lying within Second Class tidelands along Port Washington Narrows fronting Block 30, United States Navy Yard Addition to Bremerton, situate within Government Lots 1 and 2, Section 12, Township 24 North, Range 1 East, W.M., according to Plat recorded in Volume 3 of Plats, page 63, in Kitsap County, Washington, and lying 7.50 feet on each side of the following described centerline:

Beginning at a point on the balanced Government Meander Line fronting said Section 12 which bears N 84° 02' 53" W 1091.09 feet from the South quarter corner of said Section 12; thence S 42° 32' 33" E 16.11 feet to the beginning of a curve to the right having a radius of 666.00 feet; thence along said curve an arc distance of 87.62 feet through a central angle of 7° 32' 15" to the terminus of said centerline. The northwesterly sidelines of said easement shall be extended or shortened as the case may require to terminate at the balanced government Meander Line and the southeasterly sidelines of said easement shall be extended or shortened as the case may require to terminate at the lateral tidelands boundary between said Section 12 and Section 13, Township 24 North, Range 1 East, W.M.

The basis of bearing used in this description is the Washington Plane Co-ordinate System - North Zone.

This easement comprises an area of 0.0362 acres.

PARCEL "C"

WB A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 14, Township 24 North, Range 1 East, Willamette Meridian, Kitsap County, Washington:

Commencing at the Northwest corner of said Section 14; thence South 88° 24' 44" East 2378.26 feet to a point on the State Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (page 5); said point being the True Point of Beginning; thence North 60° 59' 17" East 43.05 feet; thence South 74° 00' 43" East 76.00 feet; thence South 70° 14' 05" East 63.62 feet; thence South 60° 05' 54" East 96.00 feet; thence South 15° 05' 54" East 22.30 feet to a point on the State Inner Harbor Line and the Terminus Point of said easement.

PARCEL "D"

WB A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 14, Township 24 North, Range 1 East, Willamette Meridian, Kitsap County, Washington:

Commencing at the Northwest corner of said Section 14, thence South 85° 12' 49" East 2700.05 feet to a point on the State Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (page 5); said

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PARCEL "D"

WB
point being the True Point of Beginning; thence North 39° 51' 44" East 31.88 feet; thence South 50° 08' 16" East 87.88 feet; thence along a 27° 46' 08" degree of curve to the left 216.07 feet, said curve having a chord which bears South 80° 08' 16" East 206.32 feet; thence South 20° 08' 09" East 1.12 feet to a point on the State Inner Harbor Line and the Terminus Point of said easement.

PARCEL "E"

WB
A strip of land 15 feet in width, 15 feet left of the following described centerline, situated in Section 14, Township 24 North, Range 1 East, Willamette Meridain, Kitsap County, Washington:

Commencing at the Northwest corner of said Section 14, thence South 84° 22' 43" East 2996.59 feet to a point on the state Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (page 5); said point being the True Point of Beginning; thence North 70° 19' 08" East along said Inner Harbor line 275.00 feet to the Terminus Point of said easement.

PARCEL "F"

WB
A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 14, Township 24 North, Range 1 East, Willamette Meridain, Kitsap County, Washington:

Commencing at the Northwest corner of said Section 14; thence South 87° 02' 33" East 3327.31 feet to a point on the State Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (page 5); said point being the True Point of Beginning; thence North 47° 21' 44" East 10.45 feet; thence North 69° 51' 44" East 109.40 feet; thence South 87° 38' 16" East 15.00 feet; thence South 2° 21' 44" West 13.07 feet to a point on the State Inner Harbor Line and the Terminus Point of said easement.

Except that portion not lying within aquatic state-owned land.

Parcel "G"

A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 11, Township 24 North, Range 1 East, Willamette Meridian, Kitsap County, Washington:

Commencing at the Southwest corner of said Section 11; thence North 84° 51' 22" East 1056.86 feet to a point on the State Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (page 5); said point being the True Point of Beginning; thence North 46° 42' 46" East 29.25 feet; thence North 54° 38' 02" East 210.16 feet; thence North 65° 53' 02" East 114.00 feet; thence South 69° 06' 58" East 238.32 feet to a point on the State Inner Harbor Line and the Terminus Point of said easement.

PARCEL "H"

WB
BY CWI
A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 11, Township 24 North, Range 1 East, Willamette Meridian, Kitsap County, Washington:

Commencing at the Southwest corner of said Section 11; thence North 84° 53' 22" East 1700.97 feet to a point on the State Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (page 5); said point being the True Point of Beginning; thence South 69° 06' 58" East 99.85 feet; thence South 73° 25' 53" East 237.73 feet; thence North 83° 51' 01" East 145.44 feet; thence South 73° 38' 59" East 101.00 feet; thence South 29° 00' 43" East 36.05 feet; thence South 6° 30' 44" East 39.77 feet to a point on the State Inner Harbor Line and the Terminus Point of said easement.

Except that portion not lying within aquatic state-owned land.

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REEL 341 FR 1954

PARCEL "I"

From Government Lot 1, Section 12, Township 24 North, Range 1 East, to Government Lot 1, Section 13, Township 24 North, Range 1 East:

A strip of land being 250 feet north and west and 50 feet south and east of the following described line: Beginning at the West 1/4 Corner of Section 13, Township 24 North, Range 1 East, W.M., Kitsap County, Washington; thence North 0° 58' 18" East 2249.51 feet along the West line of said Section 13, to the Government Meander Corner; thence North 71° 44' 58" East 42.69 feet to the True Point of Beginning; thence South 89° 01' 42" East 120.00 feet; thence along a curve to the left, having a radius of 200.00 feet and a central angle of 55° 16' 13", an arc distance of 192.93 feet; thence North 35° 42' 05" East 997.04 feet to the Government Meander Line of Section 12, Township 24 North, Range 1 East, and the end of this description, said easement being over Washington State-owned beds of Port Washington Narrows.

Subject, however, to an easement for a right of way for a cathodic protection groundbed granted to Cascade Natural Gas Corporation on June 24, 1975 under Application 37928.

Subject, however, to any rights granted to Port Washington Properties, Inc. under Harbor Area Lease Nos. 2399, 2396, 2332, and 2523.

Subject, however, to an easement for a right of way for submarine telephone cable granted to Pacific Telephone and Telegraph Company, January 11, 1957, under Application 23150.

Subject, however, to an easement for a right of way for aerial transmission lines granted to Puget Sound Power and Light Company, January 3, 1977 under Application 39312.

Subject, however, to an easement for right of way for a submarine gas pipeline granted to Cascade Natural Gas Corporation on May 26, 1964 under Application 29122.

M. E. Jackson

App. 45730
100295

REEL 341FR1955

8506030037

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
Brian J. Boyle
Commissioner of Public Lands
Olympia, WA 98504

4
FILED FOR RECORD
REC. OF TITLE INSURANCE

1984 JUN 15 AM 8:00
S.E. BOYLE
KITSAP COUNTY AUDITOR
DEPUTY

Amendment to Right of Way agreement No. 45730

WHEREAS, the Grantee, has requested that an additional area be included under this easement, and has provided an appropriate plat and legal description to the State; it is, therefore,

AGREED:

- 1) That there is added an additional parcel to this agreement, designated as parcel "J" therein, as described on the Attachment to this a Amendment and by this reference is made a part of this amendment;
- 2) That Grantee make an additional payment of \$921.00 as compensation to the State, for the additional 8,189 square feet included in Parcel "J".
- 3) All other terms and conditions of said lease shall not be affected by these amendments.

The Lessee expressly agrees to all covenants herein and binds himself for any payments hereinbefore specified.

Executed this 15th day of June, A.D. 1984.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Brian J. Boyle
BRIAN J. BOYLE, Commissioner

Signed this 6th day of June, A.D. 1984.

CITY OF BREMERTON

App. No. 45730
100680

By M. H. Jackson Mayer
title

8506030038

REEL 341FR1956
EXCISE TAX EXEMPT

JUN 3, 1985
KITSAP COUNTY
TREASURER

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
Brian J. Boyle
Commissioner of Public Lands
Olympia, WA 98504

FILED FOR RECORD
REC. OF WACOR FILE INSURANCE

JUN 1985 AM 8:00

SH
KITSAP COUNTY
DEPUTY

Amendment to Agreement No. 45730

WHEREAS, the Grantee, executed an Easement with the State of Washington for stormwater outfall, by filing of plat, dated November 1, 1983, under Application 45730;

AND WHEREAS, the Grantee has requested a change in location for a portion of the easement area, specifically identified therein as Parcel "H" of Attachment A;

AND WHEREAS, the Grantee has submitted a corrected plat for that area covered by said Parcel "H"; it is, therefore,

AGREED:

- 1) The legal description for Parcel "H" of Right of Way Agreement 45730 be amended to read as follows:

A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 11, Township 24 North, Range 1 East, Willamette Meridian, Kitsap County, Washington:

Commencing at the southwest corner of said Section 11; thence North 84° 53' 32" East 1,700.97 feet to a point on the State Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tidelands, 28 February 1913 (page 5); said point being the True Point of Beginning; thence South 69° 06' 58" East 99.85 feet; thence South 74° 59' 29" East 112.56 feet; thence North 63° 55' 01" East 20.00 feet; thence South 71° 04' 59" East 136.90 feet; thence North 83° 51' 01" East 116.94 feet; thence South 73° 38' 59" East 101.00 feet; thence South 29° 00' 43" East 36.05 feet; thence South 6° 30' 44" East 39.77 feet to a point on the State Inner Harbor Line and the Terminus Point of said easement.

Except that portion not lying within aquatic State owned land.

- 2) All other terms and conditions of said Agreement, including the legal descriptions of Parcels "A" through "G" inclusive, and Parcel "I", shall not be affected by this amendment.

The Grantee expressly agrees to all covenants herein and binds himself for any payments hereinbefore specified.

Executed this 15th day of June, A.D. 1984.

EXCISE TAX EXEMPT

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

JUN 3 1985

KITSAP COUNTY
TREASURER

Brian J. Boyle
BRIAN J. BOYLE
Commissioner of Public Lands

Signed this 6th day of June, A.D. 1984.

CITY OF BREMERTON

8506030039

By M. J. Jenkins - Mayor
Title

App. No. 45730
100556

REEL 341 FR 1958

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
Brian J. Boyle
Commissioner of Public Lands
Olympia, WA 98504

FILED FOR RECORD
REC. OF 1100 THE INSURANCE

JUN 3 1985 AM 8:00

SHIRLEY GRIFF
KITSAP COUNTY AUDITOR
DEPUTY

Third Amendment to Agreement No. 45730

WHEREAS, the Grantee executed an Easement with the State of Washington for stormwater outfall, by filing of plat, dated November 1, 1983, under Application 45730;

AND WHEREAS, the Grantee has requested a change in location for a portion of the easement area, specifically identified therein as parcel "A" of Attachment A;

AND WHEREAS, the Grantee has submitted a corrected plat for that area covered by said parcel "A"; it is, therefore,

AGREED:

1) The legal description for parcel "A" of Right of Way Agreement 45730 be amended to read as follows:

A strip of land 15 feet in width lying within State of Washington aquatic lands in Port Washington Narrows fronting Government Lot 6, Section 13, Township 24 North, Range 1 East, W.M., in Kitsap County, Washington, and lying 7.50 feet on each side of the following described centerline:

Beginning at the North quarter corner of said Section 13; thence S 79° 18' 49" W 973.54 feet to the true point of beginning of said centerline; thence S 4° 52' 50" E 29.98 feet to the beginning of a curve to the left having a radius of 950.00 feet; thence along said curve an arc distance of 633.41 feet through a central angle of 38° 12' 07"; thence S 43° 04' 57" E 34.21 feet to the beginning of a curve to the right having a radius of 1000.00 feet; thence along said curve an arc distance of 9.40 feet through a central angle of 0° 32' 19" to the terminus of said centerline. The sidelines of said easement shall be extended or shortened as the case may require to terminate at the line of Extreme Low Tide.

This basis of bearings used in this description is the Washington Plane Coordinate System - North Zone.

This easement comprises an area of 0.2434 acres.

2) That Grantee make an additional payment of \$415.00 as compensation to he State, for the additional 3690 square feet included in Amended parcel "A".

3) All other terms and conditions of said lease shall not be affected by these amendments.

The Lessee expressly agrees to all covenants herein and binds himself for any payments hereinbefore specified.

Executed this 15th day of June, A.D. 19 84.

EXCISE TAX EXEMPT

JUN 3 1985

KITSAP COUNTY
TREASURER

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Brian J. Boyle
BRIAN J. BOYLE, Commissioner

Signed this 6th day of June, A.D. 19 84.

8506030040

CITY OF BREMERTON

REEL 341 FR 1959

By M. G. Jenkins Meyers
Title

App. No. 45730
100105

BREMERTON-008074

ATTACHMENT CITY OF BREMERTON RIGHT OF WAY AGREEMENT NO. 45730
FOR RIGHT-OF-WAY ACROSS AQUATIC STATE-OWNED LANDS
FOR BEACH SEWER FROM OHIO AVENUE TO CHESTER AVENUE

Description of Easement for Right-of-Way for Utility Line Across Aquatic State-Owned Lands

PARCEL J

A strip of land 15 feet in width 7.5 feet left and right of the following described centerline, situated in Section 14, Township 24 North, Range 1 East, Willamette Meridian, Kitsap County, Washington.

Commencing at the northwest corner of said Section 14; thence South $87^{\circ} 39' 53''$ East 3,450.59 feet to a point on the State Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (pages 4 & 5); said point being the true point of beginning; thence North $26^{\circ} 22' 13''$ West 26.18 feet; thence South $79^{\circ} 32' 19''$ East 271.35 feet; thence North $81^{\circ} 58' 03''$ East 232.51 feet; thence South $13^{\circ} 36' 19''$ East 15.87 feet to a point on the State Inner Harbor Line and Terminus Point. Side lines shortened or lengthened to meet at angle points and end at property lines.

8506030038

REEL341FR1957

App. No. 45730
100681

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BRIAN J. BOYLE, Commissioner of Public Lands

Agreement No. 45730

THIS AGREEMENT, made and entered into this 1st day of November, 1983, by and between CITY OF BREMERTON, herein called the "Grantee," and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

The State, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, its successors and assigns, an easement for right of way for the construction, operation, use and maintenance of a sanitary sewer line upon, over and across the following described lands in Kitsap County, Washington,:

See Attachment A

Consideration

The consideration paid by the Grantee to the State is as follows:

\$7,075.00

Assignment

This Agreement, or any of the rights granted herein, shall not be assigned without prior written consent of the State, except that said rights granted herein may be used by any employee, contractor, or representative of the Grantee, hereinafter collectively referred to as "Permittee," while engaged in the Grantee's operations.

Term

The term of this Agreement shall be for the period this easement is used for the purposes specified herein; provided said tract shall automatically revert to the State, or its successors and assigns, within six months of receipt of a notice from the Grantee, or its assigns, that the easement over the said tract of land is no longer being used for the purposes specified herein. Upon request, said notice given by the Grantee, or its assigns, will be in the form of a recordable instrument. The Grantee, or its assigns, may, at its election, remove any salvageable material from said tract within six months after such notice of nonuse has been given to the State or its assigns.

Forfeiture

In the event that any portion of the right of way hereinbefore described is not used by the Grantee, its successors or assigns, for the purpose for which it was granted, within a construction phase period of five (5) years, the rights of the Grantee within said portion of the right of way shall revert to the State, its successors or assigns; and said portion of the right of way shall be freed from the easement as fully and completely as if this Agreement had not been entered into; provided, however, an extension of construction phase time as specified above may be granted upon written request prior to the expiration date of said five (5) year period and upon the terms and conditions as specified by the State. Such terms and conditions shall be limited to the State's right to extend the construction phase period and modify the considerations due the State which shall include, but not be limited to, additional charges for administrative costs and appreciation of land and valuable material.

Construction phase period used herein shall mean the period of time from the effective date of the Agreement to the date of actual use of this facility as contemplated by this Agreement.

Removal of Improvements and Equipment

All improvements, buildings, fixtures and other property erected or permanently affixed upon State lands by the Grantee during the term of said easement, which remain upon said land sixty (60) days from the termination or abandonment of said easement, shall become the property of the State and be considered a part of the land upon which they are located; provided, however, that any time within sixty (60) days after the termination or abandonment of said easement, the Grantee shall be entitled to remove such of said improvements as can be removed without damage to said lands.

All tools, equipment and other property not permanently affixed upon the land by the Grantee during the term of said easement shall remain the property of the Grantee but shall be removed within sixty (60) days after termination or abandonment of said easement.

Reservations to State

State reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted herein.

The State reserves to itself, its successors and assigns, the right to develop, improve, and utilize the land and natural resources thereon, within the limits of the right of way granted herein, insofar as such reservations are compatible with the Grantee's operation and insofar as such action will not interfere with the rights of the Grantee.

The State may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided that use by such third party shall be subject to the terms and conditions of this easement and shall not unreasonably interfere with the rights granted hereunder.

Compliance with Laws and Regulations

The Grantee shall comply with all applicable laws to the extent that it can legally do so, including all Department of Natural Resources regulations, county and municipal laws, ordinances, or regulations in effect and authorized by law or laws of the State of Washington.

The Grantee shall cause its Permittee to comply with those requirements and conditions set forth hereinafter which are applicable to the Permittee's operation.

Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired, at its sole cost and expense, all damage to improvements on State land occasioned by it, which is in excess of that which it would cause through normal and prudent use of such rights.

The Grantee's operations hereunder shall be conducted in such a way as to minimize damage to the tidelands and Bed of Port Washington Narrows hereinbefore described.

The Grantee shall exercise every necessary means to prevent contamination or pollution of the water as a result of any operation hereunder.

All essential care shall be taken by the Grantee to prevent fuel, oil, grease or other deleterious material from entering the water as a result of any operation on the right of way area. Refuse resulting from use, servicing, repair or abandonment of equipment shall be removed, buried or otherwise disposed.

All legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish them by a registered professional engineer or licensed land surveyor in accordance with U. S. General Land Office standards at his own expense. Corners and/or witness objects that must necessarily be disturbed or destroyed in process of construction must be adequately referenced and/or replaced in accordance with all applicable laws of the State of Washington in force at the time of construction, reconstruction, or development of the right of way including but not

limited to chapter 58.24 RCW, and all Department of Natural Resources rules and regulations pertaining to preservation of such corners and/or witness objects. Such references must be approved by the State prior to removal of said corners and/or witness objects.

Condition of Premises and Liability

⑤ The premises have been inspected by the Grantee and are accepted in their present condition. Grantee agrees to defend and hold the State, its agents and employees harmless from any and all claims, costs, damages or expenses of any nature whatsoever suffered or alleged to be suffered on the premises or arising out of its operations on the premises.

The Grantee shall so place, protect and/or bury said sanitary sewer line so as to comply with requirements of all applicable authorities and, in so much as practically possible, allow unobstructed movement through the water column above the right of way.

The Grantee shall mark the location of said buried sanitary sewer line with painted metal posts and signs placed at the approximate beginning and termination points of the right of way. Said signs shall identify the installation as a buried sewer line crossing and shall designate ownership of the installation.

Response to an Emergency

Nothing contained herein shall prevent the Grantee from responding to an emergency relating to the facilities on the right of way.

Notice of Noncompliance

② The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file in the office of the Commissioner of Public Lands in Olympia, Washington, of any instance of noncompliance by the Grantee, its employees, permittees, contractors or subcontractors with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Area Manager at Enumclaw, Washington, may suspend the Grantee's operations until such time as effective remedial action is taken.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as below subscribed.

Dated this 28th day of October, 19 83.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Brian J. Boyle
BRIAN J. BOYLE
Commissioner of Public Lands

CITY OF BREMERTON
By M. G. Dawkins
MAYOR Title

Rec'd 10/1/83
Approved 15

239 - 4th Street
Bremerton, WA 98310

App. No. 45730
100290

MLM-15

ATTACHMENT A

PARCEL "A"

A strip of land 15 feet in width lying within State of Washington aquatic lands in Port Washington Narrows fronting Government Lot 6, Section 13, Township 24 North, Range 1 East, W.M., in Kitsap County, Washington, and lying 7.50 feet on each side of the following described centerline:

Beginning at the North quarter corner of said Section 13; thence South $71^{\circ} 37' 30''$ West 951.05 feet to the True Point of Beginning of said centerline being a point on a curve, concave to the Northeast, having a radius of 985.43 feet from which point of beginning the radius point of said curve bears North $78^{\circ} 06' 08''$ East; thence southeasterly (counterclockwise) along said centerline and along said curve an arc distance of 460.73 feet through a central angle of $26^{\circ} 47' 17''$ to the terminus of said centerline. The sidelines of said easement shall be extended or shortened as the case may require to terminate at the line of Extreme Low Tide.

The basis of bearing used in this description is the Washington Plane Co-ordinate System - North Zone.

This easement comprises an area of 0.1587 acres.

PARCEL "B"

A strip of land 15 feet in width lying within Second Class tidelands along Port Washington Narrows fronting Block 30, United States Navy Yard Addition to Bremerton, situate within Government Lots 1 and 2, Section 12, Township 24 North, Range 1 East, W.M., according to Plat recorded in Volume 3 of Plats, page 63, in Kitsap County, Washington, and lying 7.50 feet on each side of the following described centerline:

Beginning at a point on the balanced Government Meander Line fronting said Section 12 which bears N $84^{\circ} 02' 53''$ W 1091.09 feet from the South quarter corner of said Section 12; thence S $42^{\circ} 32' 33''$ E 16.11 feet to the beginning of a curve to the right having a radius of 666.00 feet; thence along said curve an arc distance of 87.62 feet through a central angle of $7^{\circ} 32' 15''$ to the terminus of said centerline. The northwesterly sidelines of said easement shall be extended or shortened as the case may require to terminate at the balanced government Meander Line and the southeasterly sidelines of said easement shall be extended or shortened as the case may require to terminate at the lateral tidelands boundary between said Section 12 and Section 13, Township 24 North, Range 1 East, W.M.

The basis of bearing used in this description is the Washington Plane Co-ordinate System - North Zone.

This easement comprises an area of 0.0362 acres.

PARCEL "C"

A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 14, Township 24 North, Range 1 East, Willamette Meridian, Kitsap County, Washington:

Commencing at the Northwest corner of said Section 14; thence South $88^{\circ} 24' 44''$ East 2378.26 feet to a point on the State Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (page 5); said point being the True Point of Beginning; thence North $60^{\circ} 59' 17''$ East 43.05 feet; thence South $74^{\circ} 00' 43''$ East 76.00 feet; thence South $70^{\circ} 14' 05''$ East 63.62 feet; thence South $60^{\circ} 05' 54''$ East 96.00 feet; thence South $15^{\circ} 05' 54''$ East 22.30 feet to a point on the State Inner Harbor Line and the Terminus Point of said easement.

PARCEL "D"

A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 14, Township 24 North, Range 1 East, Willamette Meridian, Kitsap County, Washington:

Commencing at the Northwest corner of said Section 14, thence South $85^{\circ} 12' 49''$ East 2700.05 feet to a point on the State Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (page 5); said

PARCEL "D" X

point being the True Point of Beginning; thence North 39° 51' 44" East 31.88 feet; thence South 50° 08' 16" East 87.88 feet; thence along a 27° 46' 08" degree of curve to the left 216.07 feet, said curve having a chord which bears South 80° 08' 16" East 206.32 feet; thence South 20° 08' 09" East 1.12 feet to a point on the State Inner Harbor Line and the Terminus Point of said easement.

PARCEL "E" X

A strip of land 15 feet in width, 15 feet left of the following described centerline, situated in Section 14, Township 24 North, Range 1 East, Willamette Meridain, Kitsap County, Washington:

Commencing at the Northwest corner of said Section 14, thence South 84° 22' 43" East 2996.59 feet to a point on the state Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (page 5); said point being the True Point of Beginning; thence North 70° 19' 08" East along said Inner Harbor line 275.00 feet to the Terminus Point of said easement.

PARCEL "F" X

A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 14, Township 24 North, Range 1 East, Willamette Meridain, Kitsap County, Washington:

Commencing at the Northwest corner of said Section 14; thence South 87° 02' 33" East 3327.31 feet to a point on the State Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (page 5); said point being the True Point of Beginning; thence North 47° 21' 44" East 10.45 feet; thence North 69° 51' 44" East 109.40 feet; thence South 87° 38' 16" East 15.00 feet; thence South 2° 21' 44" West 13.07 feet to a point on the State Inner Harbor Line and the Terminus Point of said easement.

Except that portion not lying within aquatic state-owned land.

Parcel "G" X

A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 11, Township 24 North, Range 1 East, Willamette Meridian, Kitsap County, Washington:

Commencing at the Southwest corner of said Section 11; thence North 84° 51' 22" East 1056.86 feet to a point on the State Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (page 5); said point being the True Point of Beginning; thence North 46° 42' 46" East 29.25 feet; thence North 54° 38' 02" East 210.16 feet; thence North 65° 53' 02" East 114.00 feet; thence South 69° 06' 58" East 238.32 feet to a point on the State Inner Harbor Line and the Terminus Point of said easement.

PARCEL "H" X

A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 11, Township 24 North, Range 1 East, Willamette Meridian, Kitsap County, Washington:

Commencing at the Southwest corner of said Section 11; thence North 84° 53' 22" East 1700.97 feet to a point on the State Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (page 5); said point being the True Point of Beginning; thence South 69° 06' 58" East 99.85 feet; thence South 73° 25' 53" East 237.73 feet; thence North 83° 51' 01" East 145.44 feet; thence South 73° 38' 59" East 101.00 feet; thence South 29° 00' 43" East 36.05 feet; thence South 6° 30' 44" East 39.77 feet to a point on the State Inner Harbor Line and the Terminus Point of said easement.

Except that portion not lying within aquatic state-owned land.

ATTACHMENT A (continued)

PARCEL "1" X

From Government Lot 1, Section 12, Township 24 North, Range 1 East, to Government Lot 1, Section 13, Township 24 North, Range 1 East:

A strip of land being 250 feet north and west and 50 feet south and east of the following described line: Beginning at the West 1/4 Corner of Section 13, Township 24 North, Range 1 East, W.M., Kitsap County, Washington; thence North 0° 58' 18" East 2249.51 feet along the West line of said Section 13, to the Government Meander Corner; thence North 71° 44' 58" East 42.69 feet to the True Point of Beginning; thence South 89° 31' 42" East 120.00 feet; thence along a curve to the left, having a radius of 200.00 feet and a central angle of 55° 16' 13", an arc distance of 192.93 feet; thence North 35° 43' 02" East 997.04 feet to the Government Meander Line of Section 12, Township 24 North, Range 1 East, and the end of this description, said easement being over Washington State-owned beds of Port Washington Narrows.

Subject, however, to an easement for a right of way for a cathodic protection groundbed granted to Cascade Natural Gas Corporation on June 24, 1977 under Application 37928.

Subject, however, to any rights granted to Port Washington Properties, Inc. under Harbor Area Lease Nos. 2399, 2396, 2332, and 2523.

Subject, however, to an easement for a right of way for submarine telephone cable granted to Pacific Telephone and Telegraph Company, January 11, 1957, under Application 23150.

Subject, however, to an easement for a right of way for aerial transmission lines granted to Puget Sound Power and Light Company, January 3, 1977 under Application 39312.

Subject, however, to an easement for right of way for a submarine gas pipeline granted to Cascade Natural Gas Corporation on May 26, 1964 under Application 29122.

M. J. Donkin

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
Brian J. Boyle
Commissioner of Public Lands
Olympia, WA 98504

Amendment to Agreement No. 45730

WHEREAS, the Grantee, executed an Easement with the State of Washington for stormwater outfall, by filing of plat, dated November 1, 1983, under Application 45730;

AND WHEREAS, the Grantee has requested a change in location for a portion of the easement area, specifically identified therein as Parcel "H" of Attachment A;

AND WHEREAS, the Grantee has submitted a corrected plat for that area covered by said Parcel "H"; it is, therefore,

AGREED:

- 1) The legal description for Parcel "H" of Right of Way Agreement 45730 be amended to read as follows:

A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 11, Township 24 North, Range 1 East, Willamette Meridian, Kitsap County, Washington:

Commencing at the southwest corner of said Section 11; thence North 84° 53' 32" East 1,700.97 feet to a point on the State Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tidelands, 28 February 1913 (page 5); said point being the True Point of Beginning; thence South 69° 06' 58" East 99.85 feet; thence South 74° 59' 29" East 112.56 feet; thence North 63° 55' 01" East 20.00 feet; thence South 71° 04' 59" East 136.90 feet; thence North 83° 51' 01" East 116.94 feet; thence South 73° 38' 59" East 101.00 feet; thence South 29° 00' 43" East 36.05 feet; thence South 6° 30' 44" East 39.77 feet to a point on the State Inner Harbor Line and the Terminus Point of said easement.

Except that portion not lying within aquatic State owned land.

- 2) All other terms and conditions of said Agreement, including the legal descriptions of Parcels "A" through "G" inclusive, and Parcel "I", shall not be affected by this amendment.

The Grantee expressly agrees to all covenants herein and binds himself for any payments hereinbefore specified.

Executed this 15th day of June, A.D. 1984.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Proofed

Approved

Brian J. Boyle
BRIAN J. BOYLE
Commissioner of Public Lands

Signed this 6th day of June, A.D. 1984.

CITY OF BREMERTON

By M. G. Jenkins Mayor
Title

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
Brian J. Boyle
Commissioner of Public Lands
Olympia, WA 98504

Third Amendment to Agreement No. 45730

WHEREAS, the Grantee executed an Easement with the State of Washington for stormwater outfall, by filing of plat, dated November 1, 1983, under Application 45730;

AND WHEREAS, the Grantee has requested a change in location for a portion of the easement area, specifically identified therein as parcel "A" of Attachment A;

AND WHEREAS, the Grantee has submitted a corrected plat for that area covered by said parcel "A"; it is, therefore,

AGREED:

1) The legal description for parcel "A" of Right of Way Agreement 45730 be amended to read as follows:

A strip of land 15 feet in width lying within State of Washington aquatic lands in Port Washington Narrows fronting Government Lot 6, Section 13, Township 24 North, Range 1 East, W.M., in Kitsap County, Washington, and lying 7.50 feet on each side of the following described centerline:

Beginning at the North quarter corner of said Section 13; thence S 79° 18' 49" W 973.54 feet to the true point of beginning of said centerline; thence S 4° 52' 50" E 29.98 feet to the beginning of a curve to the left having a radius of 950.00 feet; thence along said curve an arc distance of 633.41 feet through a central angle of 38° 12' 07"; thence S 43° 04' 57" E 34.21 feet to the beginning of a curve to the right having a radius of 1000.00 feet; thence along said curve an arc distance of 9.40 feet through a central angle of 0° 32' 19" to the terminus of said centerline. The sidelines of said easement shall be extended or shortened as the case may require to terminate at the line of Extreme Low Tide.

This basis of bearings used in this description is the Washington Plane Coordinate System - North Zone.

This easement comprises an area of 0.2434 acres.

2) That Grantee make an additional payment of \$415.00 as compensation to he State, for the additonal 3690 square feet included in Amended parcel "A".

3) All other terms and conditions of said lease shall not be affected by these amendments.

The Lessee expressly agrees to all covenants herein and binds himself for any payments hereinbefore specified.

Executed this 15th day of June, A.D. 1984.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Proofed

Approved

Brian J. Boyle
BRIAN J. BOYLE, Commissioner

Signed this 6th day of June, A.D. 1984.

CITY OF BREMERTON

By M. G. Jenkins-Meyer
Title

App. No. 45730
100105

BREMERTON-008083

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
Brian J. Boyle
Commissioner of Public Lands
Olympia, WA 98504

Amendment to Right of Way agreement No. 45730

WHEREAS, the Grantee, has requested that an additional area be included under this easement, and has provided an appropriate plat and legal description to the State; it is, therefore,

AGREED:

1) That there is added an additional parcel to this agreement, designated as parcel "J" therein, as described on the Attachment to this a Amendment and by this reference is made a part of this amendment;

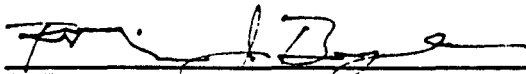
2) That Grantee make an additional payment of \$921.00 as compensation to the State, for the additional 8,189 square feet included in Parcel "J".

3) All other terms and conditions of said lease shall not be affected by these amendments.

The Lessee expressly agrees to all covenants herein and binds himself for any payments hereinbefore specified.

Executed this 15th day of June, A.D. 1984.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES


BRIAN J. BOYLE, Commissioner


Proofed 

Approved

Signed this 6th day of June, A.D. 1984.

CITY OF BREMERTON

App. No. 45730
100680

By  Mayor
Title

ATTACHMENT TO CITY OF BREMERTON RIGHT OF WAY AGREEMENT NO. 45730
FOR RIGHT-OF-WAY ACROSS AQUATIC STATE-OWNED LANDS
FOR BEACH SEWER FROM OHIO AVENUE TO CHESTER AVENUE

Description of Easement for Right-of-Way for Utility Line Across Aquatic State-Owned Lands

PARCEL J

A strip of land 15 feet in width 7.5 feet left and right of the following described centerline, situated in Section 14, Township 24 North, Range 1 East, Willamette Meridian, Kitsap County, Washington.

Commencing at the northwest corner of said Section 14; thence South $87^{\circ} 39' 53''$ East 3,450.59 feet to a point on the State Inner Harbor Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands, 28 February 1913 (pages 4 & 5); said point being the true point of beginning; thence North $26^{\circ} 22' 13''$ West 26.18 feet; thence South $79^{\circ} 32' 19''$ East 271.35 feet; thence North $81^{\circ} 58' 03''$ East 232.51 feet; thence South $13^{\circ} 36' 19''$ East 15.87 feet to a point on the State Inner Harbor Line and Terminus Point. Side lines shortened or lengthened to meet at angle points and end at property lines.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

*ORIGINAL APPROVED
BY C/O*

In re: Application No. 27187 by *
the City of Bremerton for Right *
of Way for Sewer Outfall over *
Certain State Land in Kitsap County *

ORDER
AND
CERTIFICATE OF GRANT
OF
RIGHT OF WAY

It appearing to the Commissioner of Public Lands at this time that Application No. 27187 has been filed in this office by the City of Bremerton for an easement for a right of way for a sewer outfall over a portion of the harbor area in front of High Avenue, Plot of O'Maraville, a recorded plat in portions of Government Lots 1 and 2, Section 14, Township 24 North, Range 1 East, S.W., in Kitsap County; and

It further appearing that the applicant is a municipal corporation proposing to construct over said land covered by Application No. 27187 a sewer outfall; that the land within the right of way so applied for is limited to an amount necessary for the purpose required, together with sufficient land on either side thereof for ingress and egress to maintain and repair the same; and

It further appearing that there is no merchantable timber on the area covered by said application; and the Commissioner being fully advised and believing that an easement for right of way should be granted, it is therefore

ORDERED and DETERMINED that the full value of the land included in said Application No. 27187 is hereby fixed at \$50.00; that the total amount, together with the statutory fee, has been paid; and the right, power, privilege and authority to construct, operate and maintain a sewer outfall upon and over the land hereinafter described may be exercised in accordance with the statutes; the land included within the right of way being more particularly described as follows:


The harbor area in front of the east 30 feet of Government Lot 1 and the west 30 feet of Government Lot 2 (High Avenue) Section 14, Township 24 North, Range 1 East, S.W., bounded by the inner and outer harbor lines and the side lines of said portions of Lots 1 and 2 produced to and across the harbor area to the outer harbor line as shown on the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

7.

-2-

PROVIDED, however, that the State reserves unto itself, its successors or assigns, the right to cross this right of way at any and all times in connection with the use of the adjoining property.

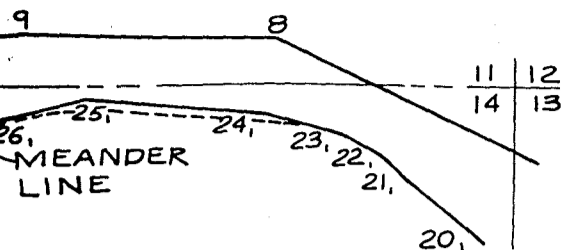
Dated this 16th day of August, A. D., 1961


BERT L. COLE
Commissioner of Public Lands

Jr.
App. No. 27187

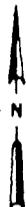
PROD. REAE 

OUTER
HARBOR LINE



een the
und Naval

m, North



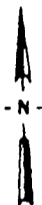
Description of Lease of Publicly Owned Aquatic Lands

A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 14, Township 24 North, Range 1 East, Willamette Meridian; Kitsap County, Washington:

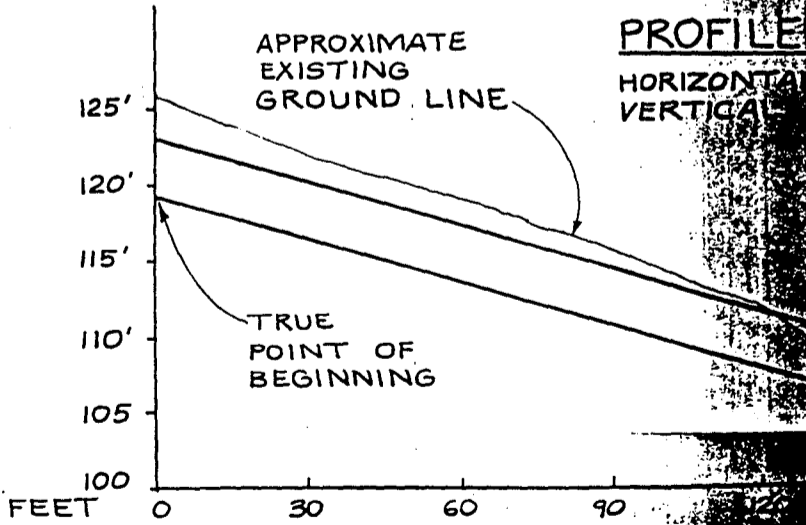
Commencing at the Northwest corner of said Section 14; thence South 85° 42' 21" East 2661.81 feet to a point on the Meander Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands 28 February 1913 (Page 5); said point being the True Point of Beginning; thence North 28° 36' 45" East 13.61 feet to a point on the Inner Harbor Line, said point being South 85° 58' 19" East 2667.48 feet from the Northwest corner of Section 14; thence North 28° 36' 45" East 147.20 feet to the Terminus Point of said strip.

The described strip contains 0.06 acres.

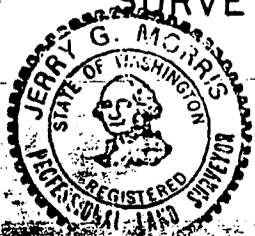
10 NARROWS
N 84° 18' 45" E 1060



08° E 589.661



SURVEYOR'S CERTIFICATE



This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of CITY OF BREMERTON in SEPTEMBER, 1983

Jerry G. Morris
Certificate No. 17673

RECORDS

CITY OF BREMERTON
DNRI
HIGH AVE

SEC. 14, TWP. 24, N RING. 1 E, WM KITSAP COUNTY, WASHINGTON

10 11
15 14 -- S 88° 56' 44" E 2302.26

FOUND CASED
MONUMENT

SCALE: 1" = 400'

CONVERSION TABLE	CITY	P.S.N.S.
Extreme High Water (EHW)	125.15	124.8
Mean Higher High Water (MHHW)	121.45	121.1
Mean High Water (MHW)	120.55	120.2
Mean Tide Level (MTL)	116.55	116.2
Mean Lower Low Water (MLLW)	109.75	109.4
Extreme Low Water (ELW)	105.35	105.0

REFERENCED:

1. State of Washington Board of State Land Commissioners, Maps of Bremerton Tide lands showing Harbor Lines and Tide Lands as Surveyed Established and Platted by order of the Board of State Land Commissioners. And filed in the Office of the Commissioner of Public Lands on the 28th day of February A.D. 1913.
2. Right of Way Plat, Cascade Natural Gas Co. Section 11 and 14, TWP. 24N., RGE. 1E., W.M. Kitsap County, Washington. This Plat was done by Jones and Associates on the 6th day of November 1974.

SEE DETAIL A
MEANDER
CORNER

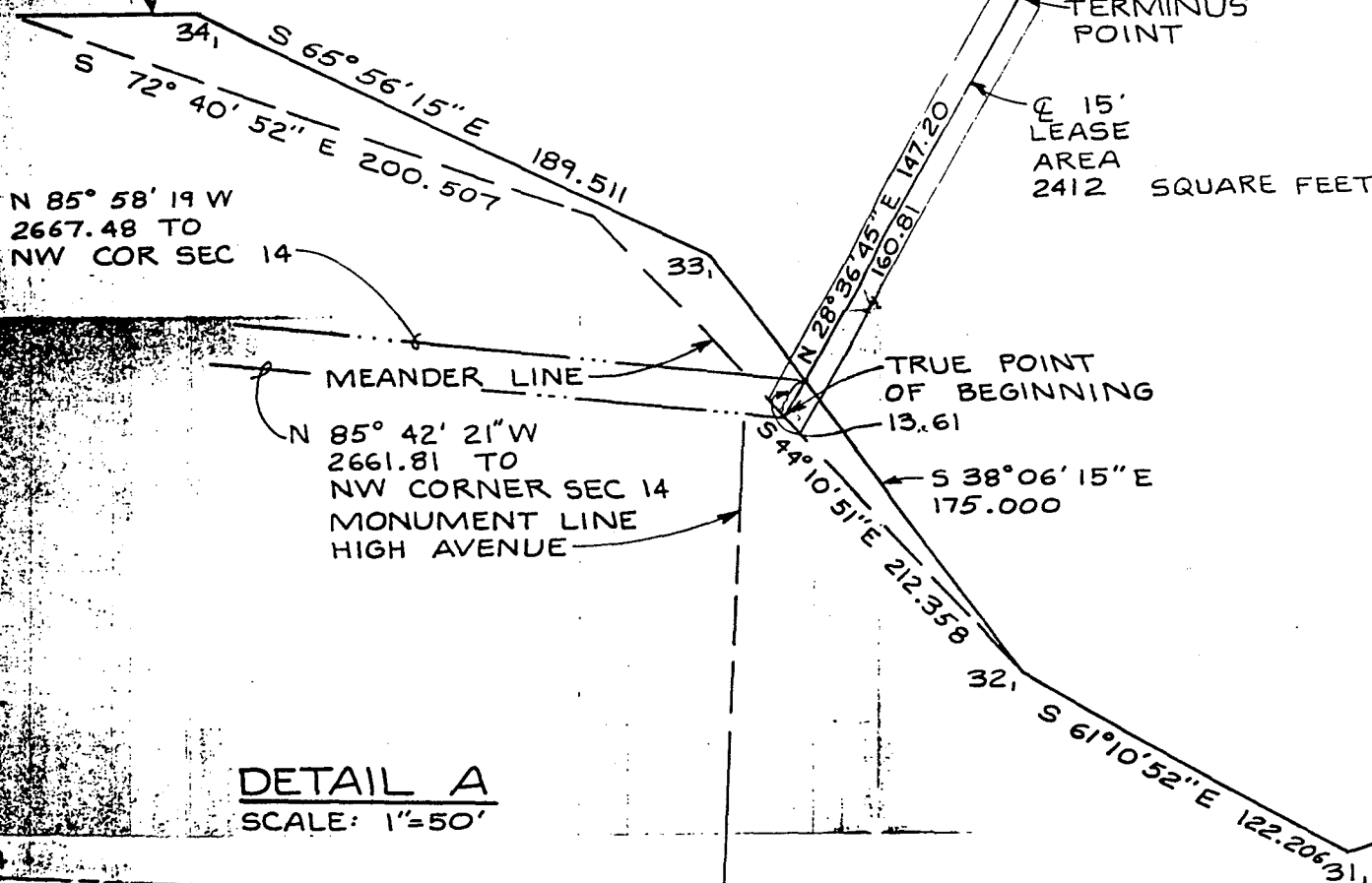
VERTICAL DATUM: City of Bremerton (the relationships between City of Bremerton Datum, and the Puget Sound Shipyard Datum are shown below.)

BASIS OF BEARING: Washington State Plane Coordinate System, Zone

PORT
N 72° 26' 15" W
STATE
WASHINGTON
TIDELANDS 1685

SEC 11 INNER HARBOR LINE

SEC 14



CH2M HILL

RECORDER'S CERTIFICATE

Filed for record this ____ day of ____, 19__ at ____ M. in Book ____ of Surveys at page ____ the request of ____

____ Superintendent of Records

JOE NO. S-12400.06

SHEET 1 OF 1

BREMERTON-008089

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

In re: Application No. 27187 by
the City of Bremerton for Right
of Way for Sewer Outfall over
Certain State Land in Kitsap County

ORDER
AND
CERTIFICATE OF GRANT
OF
RIGHT OF WAY

It appearing to the Commissioner of Public Lands at this time that Application No. 27187 has been filed in this office by the City of Bremerton for an easement for a right of way for a sewer outfall over a portion of the harbor area in front of High Avenue, Plat of O'Maraville, a recorded plat in portions of Government Lots 1 and 2, Section 14, Township 24 North, Range 1 East, W.M., in Kitsap County; and

It further appearing that the applicant is a municipal corporation proposing to construct over said land covered by Application No. 27187 a sewer outfall; that the land within the right of way so applied for is limited to an amount necessary for the purpose required, together with sufficient land on either side thereof for ingress and egress to maintain and repair the same; and

It further appearing that there is no merchantable timber on the area covered by said application; and the Commissioner being fully advised and believing that an easement for right of way should be granted, it is therefore

ORDERED and DETERMINED that the full value of the land included in said Application No. 27187 is hereby fixed at \$50.00; that the total amount, together with the statutory fee, has been paid; and the right, power, privilege and authority to construct, operate and maintain a sewer outfall upon and over the land hereinafter described may be exercised in accordance with the statutes; the land included within the right of way being more particularly described as follows:

The harbor area in front of the east 30 feet of Government Lot 1 and the west 30 feet of Government Lot 2 (High Avenue) Section 14, Township 24 North, Range 1 East W.M., bounded by the inner and outer harbor lines and the side lines of said portions of Lots 1 and 2 produced to and across the harbor area to the outer harbor line as shown on the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Dated this 16th day of November, A. D., 1964

Jr
App. No. 27187

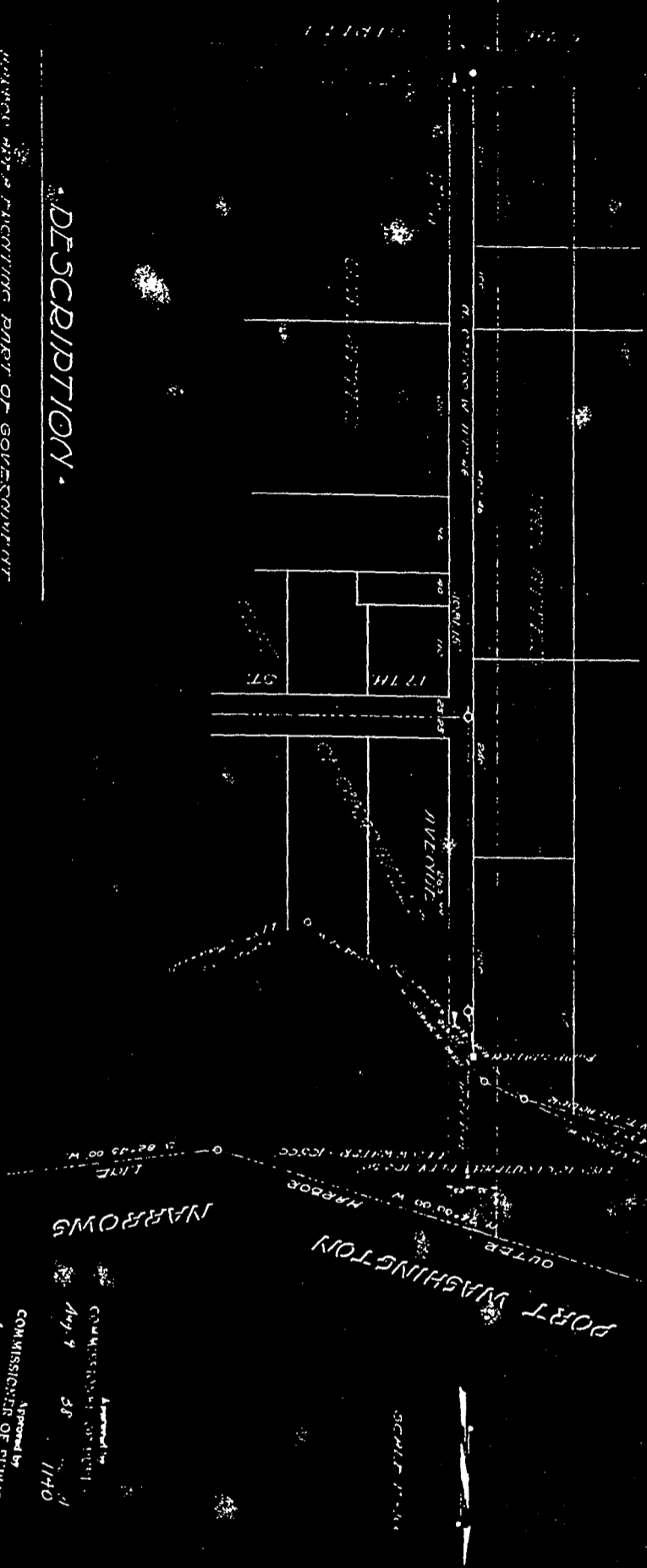
PROOF READ:

CONFIDENTIAL
CONFIDENTIAL

BREMERTON-008091

EXHIBIT 'A'

RECEIVED
MAY 10 1940
COMMISSIONER OF PUBLIC LANDS
WASHINGTON D.C.



DESCRIPTION.

THESE ARE THE FOLLOWING PART OF GOVERNMENT LOT 1 AND 2, LOCATED IN SECTION 14, T12N, R1E, S1W, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A POINT ON THE GOVERNMENT LOT 1 AND 2, WHICH IS N. 0° 17' 00" W., 100.15 FEET, MEASUREMENT FROM THE SOUTHWEST CORNER OF GOVERNMENT LOT 2, SECTION 14, T12N, R1E, S1W, AND POINT BEING ON THE EAST SIDE OF THE NARROWS, AND FOLLOWING SAID GOVERNMENT MEASUREMENT, N. 45° 44' 32" W., A DISTANCE OF 100.15 FEET.

C. C. Casad
CITY ENGINEER

APPLICATION NO. _____

CITY OF BREMERTON

BREMERTON, WASH.

C. C. CASAD - CITY ENGINEER

Approved by
COMMISSIONER OF PUBLIC LANDS
MAY 9 1940
1140